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March 23, 2010

Via Federal Express

Peter Felitti, Esq.
United States Environmental Protection Agency
Region 5
C-14J
77 West Jackson Boulevard
Chicago, IL 60604-3590

Re: Environmental Covenant for 2110 State Road, Ashtabula Township, Ohio

Dear Mr. Felitti:

Enclosed herewith pursuant to your request is a certified true and exact copy of the executed and recorded Environmental Covenant for the 36.341-acre parcel of land known as 2110 State Road, Ashtabula Township, Ohio. Please contact me if you should have any remaining questions about the document. Thank you for your cooperation in this matter.

Very truly yours,

Theodore J. Esborn

TJE/kv
Enclosures

Copy: Carey S. Sheldon (w/o enclosures)

NS
No Transfer Necessary
Auditor, Ashtabula County, Ohio

MAR 09 2010

Doc ID: 002163690014 Type: G/I
Kind: NOTICE/DEED
Recorded: 03/09/2010 at 10:37:44 AM
Fee Amt: \$144.00 Page 1 of 14
Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2010-00001882

BK 470 PG 1407-1420

To be recorded with Deed
Records - ORC § 317.08

Roger A. Lohr, CPA

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Lakeside Industrial Park & Rail Yard, Inc., an Ohio corporation ("Owner") and the United States Environmental Protection Agency ("US EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting certain of the Owner's real property located in the Township of Ashtabula, County of Ashtabula, and State of Ohio, that is fully described in Exhibit A, attached hereto and made a part hereof ("Property"), to the use limitations set forth herein.

WHEREAS, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9605, the US EPA, placed the Fields Brook Super Fund Site ("Site") on the National Priorities List, set forth in 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register, 48 Fed. Reg. 40658 (September 8, 1983); and

WHEREAS, on September 29, 1997, the US EPA issued its Record of Decision ("ROD") for the Source Control Areas of the Site and subsequent thereto designated a part of the Owner's real property, then identified and known as the Acme Scrap Iron and Metal/South Sewers Area as Operable Unit 8 ("Operable Unit 8").

WHEREAS, the US EPA determined that the remedy for Operable Unit 8 would include excavation of surface soil with PCB concentrations greater than or equal to fifty parts per million, removal of sediment and debris from inside sewer lines and associated catch basins, and blocking and grouting of portions of those sewers found to be blocked or otherwise difficult to clean; and

WHEREAS, the remedy for Operable Unit 8 was implemented in September of 2000; and

WHEREAS, the Acme Scrap Iron and Metal Co. real property, including Operable Unit 8, was purchased by Lakeside Industrial Park and Rail Yard, Inc. in December, 2001; and

WHEREAS, following monitoring activities at Operable Unit 8, the US EPA has determined, in its Second Five Year Report for Fields Brook Site dated June 2, 2009, that the remedies selected for Operable Unit 8 are functioning as designed, that monitoring has demonstrated that the risk of recontamination has been abated, that immediate and long-term threats to Fields Brook from contamination at the former Acme Scrap and Metal / South Sewers Operable Units have been addressed and the remedies have been determined to be protective of human health and the environment, and that no additional monitoring is required; and

WHEREAS, the US EPA has determined in its Explanation of Significant Difference ("ESD") dated September 23, 2009, and in its Additional Clarification of September 2009 ESD, dated October 1, 2009, that future use of the Property must remain industrial because contaminants remaining on the Site exceed residential standards; and

BUCKEYE TITLE
PICK UP

{1896226:3}

This is certified to be
a true and exact copy
of the original document

[Signature]

WHEREAS, the use limitation is required by the US EPA to protect against exposure to hazardous substances underlying the Property.

NOW THEREFORE, Owner and the US EPA agree to the following:

1. Environmental Covenant. This instrument is an Environmental Covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns the Property, an approximate 36.341 acre parcel of land known as 2110 State Road in Ashtabula Township, Ashtabula County, Ohio, now owned by Owner.
3. Owner. Lakeside Industrial Park & Rail Yard, Inc. has an office located at 355 Prospect Road #112, P.O. Box 606, Ashtabula, Ohio 44005-0606, and is the owner of the Property.
4. Holder. Owner, whose office address is listed above is the holder of this Environmental Covenant.
5. Use Limitations. As required by US EPA per its Second Five Year Review dated June 2, 2009, its Explanation of Significant Difference ("ESD") dated September 23, 2009 and its Additional Clarification of September 2009 ESD dated October 1, 2009, Owner hereby imposes and agrees to comply with the following use limitation:

The Property is hereby limited to industrial land use only, as defined by OAC 3745-300-08(B)(2)(c)(iii) (effective October 21, 2002). The Property shall be used only for industrial activities and shall not be used or operated for any other use including residential use.

OAC 3745-300-08(B)(2)(c)(iii) defines *industrial land use* as "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and plastic plants; assembly plants; nonpublic airport areas; limited access highways; railroads switching yards; and marine port facilities."

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of US EPA from exercising any authority under applicable law.
8. Access to the Site. Owner agrees that EPA and its agents, contractors and employees (collectively, "Access Grantees") shall have and hereby grants an unrestricted right of access to the Site to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Site or off the Site ("off-site") and rightfully used by Owner and Owner's invitees for ingress to or egress from portions of the Site (collectively, "Access Roads").
9. Permitted Uses. The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to the ROD or ESD for the Site, including, but not limited to, the following activities:
 - (a) Verifying any data or information submitted to the United States or the State;
 - (b) Conducting investigations relating to contamination at or near the Site;
 - (c) Obtaining samples;
 - (d) Assessing the need for, planning, or implementing response actions at or near the Site; and
 - (e) Determining whether the Site or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to this Environmental Covenant; and
 - (f) Implementation or enforcement of this Environmental Covenant.
10. Other Matters.
 - (a) Right to Enforce Agreement Against Owner Equitable Remedies. In the event that Owner, or any other person should attempt to deny the rights of access granted under Paragraph 8 or should violate the restrictions on use of the Site set forth in Paragraph 5, then, in addition to any other rights which EPA may have, EPA shall have the right to immediately seek an appropriate equitable remedy and any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction prohibiting such denial of access or use in violation of restrictions upon application by EPA. Owner and each subsequent owner of the Site by

accepting a deed thereto or to any part thereof waives all due process or other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection 10(a).

- (b) Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate fully with EPA and to assist it in implementing the rights granted it under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by EPA to supplement or confirm the rights granted hereunder.
- (c) Cumulative Remedies; No Waiver. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or under the Consent Decree or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms hereof or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect EPA's rights hereunder.

- 11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ASHTABULA COUNTY RECORDER ON _____, 200____, IN DOCUMENT _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING USE LIMITATIONS: THE PROPERTY SHALL BE USED ONLY FOR INDUSTRIAL USE AS THAT TERM IS DEFINED BY OAC §§ 3745-300-08(B)(2)(c)(iii).

Owner shall notify EPA within thirty (30) days after the conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, contact person and telephone number of the entity that will become the owner of all of the Property. Owner's notice shall also include a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- (a) that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- (b) that the Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered except for the following:
 - Easement granted to The State Metals & Steel Company, Inc. by instrument recorded May 3, 1957 in Volume 550, Page 20, Ashtabula County Records, for construction, alteration, maintenance and/or removal of a pipeline or pipelines for water supply main.
 - Right-of-Way and Easement granted to County of Ashtabula by instrument recorded June 25, 1957 in Volume 552, Page 123, Ashtabula County Records, for highway purposes.
 - Right-of-Way and Easement granted to The Ashtabula Water Works Company by instrument recorded January 11, 1958 in Volume 561, Page 142, Ashtabula County Records, for construction, operation, maintenance of a cast iron subsurface water main, with necessary fittings and appurtenances thereto.
 - Right-of-Way and Easement granted to Cabot Corporation by instrument recorded May 31, 1962 in Volume 615, Page 268, Ashtabula County Records, for construction, alteration, maintenance and/or removal of a pipeline or pipelines for the transmission of water, chemicals, gases, solids, liquids or any substance whatsoever below the surface together with access and egress.
 - Assignment of the above Easement to SCM Chemicals, Inc. recorded August 22, 1995 in Volume 83, Page 1591.
 - Right-of-Way and Easement granted to The Ashtabula Water Works Company by instrument recorded September 25, 1963 in Volume 630, Page 597, Ashtabula County Records for a free, uninterrupted and unobstructed right of way in, under, across and over the land.
 - Reservation and Easement for ingress and egress granted to B.L. & G. Boiler Works Co., Inc. recorded April 4, 1967, in Volume 664, Page 823, Ashtabula County Records.
 - Right-of-Way and Easement granted to The Ashtabula Water Works Company by instrument recorded September 14, 1967 in Volume 669, Page 21, Ashtabula County Records for a free, uninterrupted and unobstructed right of way in, under, across and over the land.

- Right-of-Way and Easement granted to The Cleveland Electric Illuminating Company by instrument recorded March 7, 1969 in Volume 681, Page 147, Ashtabula County Records, for construction, alteration, maintenance and/or removal of a pipeline or pipelines and appurtenances thereto.
- Reference to Easements of record found in Quit-Claim Deed recorded July 12, 1973 in Volume 752, Page 204, Ashtabula County Records.
- Right-of-Way and Easement granted to The Board of Township Trustees of Ashtabula by instrument recorded May 3, 1974 in Volume 780, Page 127, Ashtabula County Records, for construction, alteration, maintenance and/or removal of utilities, roadways, and slopes in, upon and over.
- Notice of Issuance of Unilateral Administrative Order recorded February 25, 1998, in Volume 101, Page 3473, Ashtabula County Records.
- Right-of-Way and Easement granted to Unison Site Management by instrument recorded June 5, 2006 in Volume 376, Page 1029, Ashtabula County Records, for transmission and reception of any and all wireless communication signals and construction, alteration, maintenance and/or removal of towers, antennas, buildings, fences, gates and related facilities.
- Assignment of the above Easement to Cell Tower Lease Acquisition, LLC recorded on July 13, 2008 in Volume 380, Page 1258, Ashtabula County Records.
- Memorandum of Lease Assignment by and between Lakeside Industrial Park & Rail Yard, Inc. (landlord) and Ameritech Wireless Communications, LLC d/b/a Cingular Wireless, LLC (tenant) recorded June 26, 2003, in Volume 255, Page 1266, Ashtabula County Records.
- Memorandum of Lease Agreement by and between New Par, d/b/a Verizon Wireless (lessee) and New Cingular Wireless PCS, LLC d/b/a Cingular Wireless, successor-by-merger to Ameritech Wireless Communications, LLC (lessor) recorded July 26, 2007, in Volume 413, Page 2124, Ashtabula County Records.
- Memorandum of Lease and Option to Purchase by and between Lakeside Industrial Park & Rail Yard, Inc. (landlord) and Suncoast Properties (tenant) recorded July 16, 2008, in Volume 437, Page 2398, Ashtabula County Records.

- Option Agreement by and between Lakeside Industrial Park & Rail Yard, Inc. and Hubet Properties, LLC recorded July 16, 2008, in Volume 437, Page 2402, Ashtabula County Records.
- Taxes for Second Half of 2008, listed in the name of Lakeside Industrial Park & Rail Yard 03-014-00-011-00, in the amount of \$493.43, are paid. First Half 2009 taxes are a lien, not yet due and payable.

Special assessments: None.

Delinquencies: None.

- (c) that the Owner has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Environmental Covenant; and
- (d) that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the US EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment", as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination", as used in this Environment Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the US EPA and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Ashtabula County Recorder's Office, and shall provide a file and date-stamped copy of the recorded instrument to the US EPA.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Ashtabula County Recorder's Office.
17. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Ashtabula County Recorder.
18. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to the US EPA, the Ashtabula Township Trustees, and the Property lessees, as identified above.
19. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

Lakeside Industrial Park & Rail Yard, Inc.
355 Prospect Road #112
P.O. Box 606
Ashtabula, Ohio 44005-0606
Attention: Carey S. Sheldon

and to its Attorney:

Theodore J. Esborn, Esq.
McDonald Hopkins LLC
600 Superior Avenue E.
Suite 2100
Cleveland, Ohio 44114

and

United States Environmental Protection Agency
Superfund Division, Region 5
7 West Jackson Boulevard
Chicago, Illinois 60604-3590
Attention: Richard C. Karl

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

BY: Lakeside Industrial Park and Rail Yard, Inc.

By: Carey S. Sheldon
Signature

Carey S. Sheldon, President

February 16, 2010

Date

STATE OF OHIO

)

ss:

COUNTY OF ASHTABULA

)

Before me, a notary public, in and for said county and state, personally appeared Carey S. Sheldon, as President, a duly authorized representative of Lakeside Industrial Park and Rail Yard, Inc., an Ohio corporation, who acknowledged to me that he did execute the foregoing instrument on behalf of said corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 16th day of February 2010.

Nancy R. Sheldon

Notary Public

My Commission Expires: 6/25/2010

Nancy R. Sheldon

By: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: Richard C Karl

Richard C Karl Director Superfund
Printed Name and Title Division

3-3-10
Date

STATE OF ILLINOIS)

COUNTY OF COOK)

ss:

Before me, a notary public, in and for said county and state, personally appeared RICHARD C. KARL, who acknowledged to me that he did execute the foregoing instrument on behalf of US EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 3rd day of MARCH, ~~2009~~ 2010



John V Fagiolo
Notary Public

This instrument was prepared by:
Theodore J. Esborn, Esq. (0022730)
McDonald Hopkins LLC
600 Superior Avenue, E.
Suite 2100
Cleveland, Ohio 44114

EXHIBIT A

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio and known as being part of the Holmes Tract and being in Township 13-North, Range 3-West of the Connecticut Western Reserve and further described as follows:

Beginning at a point in the centerline of Middle Road (Road Number 400, Section A, 40 feet wide) at the southeasterly corner of lands deeded to RMI Titanium Company in Volume 51, Page 2972 Ashtabula County Recorder's General Index, said point being North 89° 27' 00" East, along the centerline of Middle Road, 1499.98 Feet from the intersection of centerlines of State Road (Road Number 25, 60 feet wide) and Middle Road;

Thence North 25° 18' 32" East, along RMI'S easterly line, passing through an identified (Westfall) iron pin (found in concrete) on the northerly line of Middle Road, a total distance of 125.11 feet to a P.K. nail (found) at a corner of said RMI'S lands.

Thence North 14° 16' 59" East, along RMI'S easterly line, 100.05 feet to a 5/8 inch diameter iron pin (found) at a corner of said RMI'S lands.

Thence North 06° 24' 21" East, along RMI'S easterly line, 100.05 feet to an identified (Westfall) iron pin (found) on the westerly line of lands deeded to the New York Central Railroad Company in Volume 305, Page 304, Ashtabula County Deeds.

Thence South 00° 24' 00" East along the westerly line of said railroad, passing through an identified (Westfall) iron pin (found) on the northerly line of Middle Road, a total distance of 308.62 feet to a point in the centerline of Middle Road.

Thence South 89° 27' 00" West, along the centerline of Middle Road, 91.49 feet to the place of beginning and containing 0.234 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Being the remainder of lands deeded to Earthline Technologies, Inc., known as parcel 1 in Volume 150, Page 1796 Ashtabula County Record's General Index. As per survey completed in February 2006 by Eric B. Westfall, P.S., Ohio #7677, Jefferson, Ohio. All iron pins set are 5/8" diameter rebar, 30 inches long, marked with a plastic cap "Westfall 7677". Basis for bearings herein : centerline of Middle Road-North 89° 27' 00" East.

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio and known as being part of the Holmes Tract and being in Township 13-North, Range 3-West of the Connecticut Western Reserve and further described as follows:

Beginning at a point in the centerline of Middle Road (Road Number 400, Section A, 40 feet wide) at the northeasterly corner of lands deeded to Darsko

Land LLC in Volume 229, Page 248 Ashtabula County Official Records, said point being North 89° 27' 00" East, along the centerline of Middle Road, 750.00 feet from the intersection of centerlines of State Road (Road Number 25, 60 feet wide) and Middle Road;

Thence North 89° 27' 00" East, along the centerline of Middle Road, 831.14 feet to a point on the westerly line of The New York Central Railroad Company in Volume 305, Page 305 Ashtabula County Deeds.

Thence South 00° 30' 00" East, along the westerly line of said Railroad, 659.20 feet to an iron pin (set) at a point of curve in the westerly line of said Railroad.

Thence Southwesterly, along the westerly line of said Railroad, curving to the right, said curve having a radius of 688.28 feet. An arc length of 767.01 feet and a chord bearing South 31° 34' 11" West, 727.93 feet to an iron pin (set) at a point of tangent in the westerly line of said Railroad.

Thence South 63° 33' 00" West, along the northerly line of said Railroad, passing through an iron pin (set) on the easterly line of State Road, a total distance of 1154.70 feet to a point in the centerline of State Road.

Thence North 00° 39' 00" West, along the centerline of State Road, 26.62 feet to point at the southwesterly corner of lands deeded to Janice J. and Eugene W. Headley in Volume 30, Page 591 Ashtabula County Recorder's General Index.

Thence North 69° 16' 00" East, along Headley's southerly line, passing through an iron pin (set) on the easterly line of State Road, parallel with the northerly line of said Railroad and 25.00 feet northerly therefrom, 616.08 feet to an iron pin (set) at the southeasterly corner of said Headley's lands.

Thence North 20° 43' 41" West, along Headley's easterly line, 70.00 feet to an iron pin (set) at a corner of said Headley's lands.

Thence North 51° 28' 00" West, along Headley's easterly line, 335.46 feet to an iron pin (set) at a corner of said Headley's lands.

Thence South 61° 11' 02" West, along Headley's northerly line, passing through an iron pin (set) on the easterly line of State Road, a total distance of 334.13 feet to a point in the centerline of State Road at Headley's northwesterly corner.

Thence North 00° 39' 00" West, along the centerline of State Road, 955.52 feet to a point at the southwesterly corner of lands deeded to Furgo, LLC in Volume 229, Page 251 Ashtabula County Official Records.

Thence South 49° 30' 00" West, along Furgo's southerly line passing through a railroad spike (found) on the easterly line of State Road, a total distance of 623.62 feet to a railroad (found) at a corner of said Furgo's lands.

Thence North 39° 43' 00" East, along Furgo's easterly line and the easterly line of said Darsko's lands, a total distance of 432.96 feet to an identified (Westfall) iron pin (found) at a corner of said Darsko's lands.

Thence North 00° 39' 00" West, along said Darsko's easterly line, parallel with the centerline of State Road, passing through an identified (Westfall) iron pin (found) on the southerly line of Middle Road, a total distance of 491.45 feet to the place of beginning and containing 36.341 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Being the remainder of lands deeded to Earthline Technologies, Inc., known as parcel two and parcel three, in Volume 150, Page 1796 Ashtabula County Record's General Index. As per survey completed in February 2006 by Eric B. Westfall, P.S., Ohio #7677, Jefferson, Ohio. All iron pins set are 5/8" diameter rebar, 30 inches long, marked with a plastic cap "Westfall 7677". Basis for bearings herein : centerline of Middle Road-North 89° 27' 00" East.

PP # 03-014-00-011-00

U.S. ENVIRONMENTAL
PROTECTION AGENCY

FEB 19 2000

OFFICE OF REGIONAL
COUNSEL

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OFFICE OF REGIONAL
COUNSEL

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U.S. ENVIRONMENTAL
PROTECTION AGENCY

MAR 24 2010

OFFICE OF REGIONAL
COUNSEL

RMI TITANIUM CO.
VOLUME 51, PAGE 2972
P.P.#03-014-00-009-00

0.234 Ac.

P.P.#03-014-00-010-00

Parcel 1

N 06°24'21"E
100.05'

N 14°16'59"E
100.05'

N 25°18'32"E
125.11'

749.98'

831.14'

N 89°27'00"E

Middle Road (40')
Road Number 400, Section A

Station 0+00
Station 57+84.33

N 89°27'00"E 750.00'

89°54'
Road Record

FURGO, LLC
VOLUME 229, PAGE 251
P.P.#03-014-00-011-02

DARSKO LAND, LLC
VOLUME 229, PAGE 248
P.P.#03-014-00-011-01

491.45'
N 00°39'00"W

36.341 ACRES

Lakeside Industrial Park & Rail Yard, Inc.

Volume 368/1288

P.P.#03-014-00-011-00

Parcel 3

Parcel 2

S 00°30'00"E
659.20'

CHORD S 31°34'11"W 727.93'
A=167.01' R=688.28'

S 63°33'00"W
118.64'

NEW YORK CENTRAL RAILROAD

Terry Trucking, Inc.
Vol. 419/100
P.P.#03-014-00-012-00

ACCESS AND UTILITY EASEMENT
13.93' X 30.0'

LEASE SITE
VOL. 255/1266
(CIRCULAR WIRELESS)

S 61°11'02"W
334.13'

N 51°28'00"W
335.46'

N 20°45'41"W
1154.70'

S 69°16'00"E
616.08'

N 69°16'00"E
28' EASEMENT

Road Number 25 State Road (60')

N 00°39'00"W
412.27'

N 00°39'00"W

N 00°39'00"W

N 00°39'00"W

N 00°39'00"W

N 00°39'00"W

N 00°39'00"W

N 00°39'00"W

NEW YORK CENTRAL RAILROAD COMPANY
VOLUME 305, PAGE 304

NEW YORK CENTRAL RAILROAD COMPANY
VOLUME 305, PAGE 305



300 0 300 600 900



GRAPHIC SCALE - FEET